

**AGREEMENT**

**BETWEEN**

**BUENA VISTA TOWNSHIP  
Road Department**

**AND**

**TEAMSTERS LOCAL UNION NO. 676  
Affiliated with the International Brotherhood of Teamsters**

**Eric M. Bernstein, Esq.  
Eric M. Bernstein & Associates, L.L.C.  
34 Mountain Blvd., Bldg. A  
Warren, New Jersey 07059  
Phone: 732-805-3360  
Facsimile: 732-805-3346**

**Effective Dates:  
January 1, 2017  
Up to and Including  
December 31, 2019**

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## PREAMBLE

This Agreement entered into by and between the Township of Buena Vista, a Municipal Corporation in the County of Atlantic of the State of New Jersey, hereinafter referred to as the "Township" and the Teamsters Local 676, hereinafter referred to as the "Union" represents the complete and final understanding on bargainable issues between the aforementioned parties.

## WITNESSETH

Whereas, this Agreement is designed to promote and maintain a harmonious relationship between the Township of Buena Vista and its employees who are within its provisions in order that a more efficient and progressive public service maybe rendered by both and; Whereas, the wellbeing of employees and efficient administration of the Township are benefited by providing a clear statement of the contractual rights of employees; Now, therefore, the parties hereto agree as follows:

### ARTICLE 1                      RECOGNITION

Pursuant to the Public Employment Relations Commission Docket No. RO-91-153 the Township recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining negotiations for highway employees of Buena Vista Township, excluding all supervisors and all other employees as defined in the Act, professional employees, managerial executive employees, confidential employees, police officers and craft employees.

### ARTICLE 2                      MANAGEMENT RIGHTS

#### Section 1

The Township in conformance with law, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing Agreement by the laws and constitution of the State of New Jersey and of the United States, including to, but not limited to the following rights:

- a. The executive management and administrative control of the Township government and its properties, facilities, and the activities of its employees;
- b. To hire all employees and, subject to the provisions of law, to determine their qualifications;
- c. To establish conditions for continued employment, or assignment and to promote and transfer employees and to make and modify all reasonable work rules in connection therewith, including but not limited to hours of work, days of work and other working conditions;
- d. To suspend, demote, discharge or take disciplinary action for good and just cause;
- e. To relieve its employees from duty because of lack of work, lack of funding, or for any other legitimate reason. The term "legitimate reason" shall be defined as any legitimate government power or duty as defined by New Jersey State Statutes;
- f. To maintain the efficiency of its operation;
- g. To determine the amount of overtime to be worked;



- h. To determine the methods, means and personnel by which its operations are to be conducted;
- i. To determine the content of work assignment;
- j. To exercise complete control and discretion of over its organization and the technology of performing its work; and,
- k. To contract with various third-party private persons or entities to provide specific municipal services which heretofore have been provided by municipal employees. However, the Township's right to and power to "privatize" certain municipal services shall not be construed to include municipal services performed by non-paid volunteers.

#### Section 2

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practice in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

#### Section 3

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq or any other nation, state, county or local laws.

### ARTICLE 3                      ANTI-DISCRIMINATION

Neither the Township nor the Union shall, by reason of race, creed, color, age, national origin, ancestry, physical disability, political belief, marital status, sex or by reasons of the Union membership or non-membership, discriminate against any person who is qualified and available to perform the work to which the employment relates, in accordance with Federal and State Law.

### ARTICLE 4                      UNION RIGHTS

#### Section 1                      Inspection of Payroll Records

Whenever a complaint is made concerning the wages, vacations, and/or holidays of an employee, the complaining employee and Business Agent shall have the right to make reasonable inspections of the Employer's payroll and time records during the Grievance Procedure, after a written request for same and only in regard to a specific employee.

#### Section 2                      Shop Steward

The Township recognizes the right of the Union to designate a Shop Steward and no more than one (1) alternate from amongst the members of the bargaining unit. The authority of the Shop Steward and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Township's designated representatives, in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues and fees when authorized by Local Union resolution.



3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information:
  - a. Have been reduced to writing;
  - b. Or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods and other interference with the Township business.
4. The Union shall advise the Township, in writing, the names of the Shop Steward and Alternate. The Union shall also advise the Township, in writing, within seven (7) calendar days of any change in said names.

Section 3                      Investigation of Grievances by Shop Steward

Shop Steward shall be permitted to investigate, present and process grievances on the property of the Township without loss of time or pay so long as it does not interfere with the operations of the Township. Such time spent in handling grievances shall be considered working hours to be compensated at the employee's regular hourly rate of pay. The time spent in processing grievances shall not be unreasonable and the supervisor may limit the time spent.

Section 4                      Pay for Time

Whenever a Shop Steward is required to attend any grievance hearing or negotiating meeting attended by representatives of the Township and the Union, he/she shall be compensated by the Township. The Shop Steward shall not be paid where the grievance in question involves him as a principal, as distinguished from his/her appearing in his/her representative capacity. A Shop Steward shall be compensated only when his/her attendance is required.

Section 5                      Time for Union Activities

The Township agrees to grant reasonable and necessary time off without discrimination or loss of seniority and without pay to the Shop Steward designated by the Union, in writing, to the Employer, to act as an elected Union Officer, Business Agent, Organizer, or to attend a Labor Convention. Permission for such time off must be requested two (2) weeks in advance, in writing, to the Township Administrator or designee under the direction of the Township Committee.

Section 6                      Compensation of Union Activities

Any time spent by the Shop Steward for investigation or attendance of grievance hearings as set forth in Section 4 and 5 of this Article shall only be compensated for if it occurs during normal working hours of the Township.

ARTICLE 5                      CHECK-OFF

The Township, during the life of this Agreement, agrees to make deduction for the convenience of the Union and its members of regular monthly Union membership dues and fees. The Township will only make such deductions from the wages of each employee who voluntarily sign an "authorization card". Deduction for regular monthly membership dues and fees will be made from the first pay period of each month, from the wages of each such employee receiving a paycheck for that period, and shall be applicable to the dues and fees for that month only, ~~except that~~ if any such employee that does not receive a paycheck for that period, but does receive a paycheck for the dues deduction pay day of the succeeding month, the deduction will be made on the latter pay day, provided no more than two (2) months dues and fees will be checked



off any one pay day. All deductions of Union membership dues and fees shall be paid the Local Union Treasurer, together with a list showing the names of the employees from whose pay deductions were made and the amount of each.

The Union agrees to notify the Township of the official amounts of regular Union membership dues and fees to be deducted. Such notification by the Union is to be in writing and signed by the Union President or Secretary/Treasurer. Should any change occur during the term of this Agreement, the Union shall notify the Township in writing of such change thirty (30) calendar days before any change in the amount of said deductions. Any dispute which may arise as to whether an employee properly executed or revoked his "authorization for dues check-off" shall be subject to the grievance procedure.

The Union shall provide the necessary "check-off authorization" for and deliver the signed forms to the Township Treasurer. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township.

## ARTICLE 6                      SENIORITY

### Section 1

Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician. All seniority shall be lost and employment terminated if any of the following occur:

- a. discharge with cause as set forth in Article 10 immediately;
- b. resignation;
- c. failure to return immediately upon expiration of authorized leave;
- d. absence for three (3) consecutive working days without leave or notice;
- e. engaging in any other employment during a period of leave of absence;
- f. employees who have been on layoff status in excess of one (1) year.

Seniority rights for employees shall prevail at all times.

### Section 2                      Seniority, Rank and Posting

Full time employees shall be seniority rights over part time employees. Part time employees shall be those employees who work thirty (30) hours or less in any calendar week and furthermore, shall be restricted from working in excess of thirty (30) hours in any calendar week, with the exception of an emergency as determined by the Township Administrator or designee in conjunction with the Township Committee. Once each year during the month of January, the Township shall compile and submit to the Union in writing and then post in a conspicuous place, a seniority list or lists from regular payroll records. Any employees hired after said posting shall have their names added to this list in order of date of hiring, and the Union shall be notified of such additions. Any controversy over the seniority standing of any employee on the seniority list or lists shall be submitted as a grievance within thirty (30) calendar days after posting after which the list shall become binding. After an employee has worked for the Township for at least sixty (60) calendar



days said employee shall gain seniority status, his/her seniority date shall revert to the first (1<sup>st</sup>) day of his/her employment. Nothing in this Section shall apply to employees: (1) hired as temporary help under the Clean Communities Act; (2) assigned to Buena Vista Township by a Court in lieu of a fine or incarceration; or, (3) those assigned to the Township as part of a grant or youth program by the County, State, or other entity who is paying the salary either wholly or in part.

Section 3                      Probationary Period

Each employee of the Township who becomes a new member of this bargaining unit shall be subject to a probationary period of employment during which time said employee may be discharged by the Township with or without cause. The length of this probationary period shall be one hundred twenty (120) calendar days from the date of employment by the Township. All employees hired on or after January 1, 2018 shall be subject to a six (6) month probationary period.

Section 4                      Job Openings or Vacancies

All openings or vacancies shall be immediately posted by the Township on the employee's bulletin board for a period of fourteen (14) consecutive calendar days. At the end of that period, the position may be awarded and become effective on the Monday following the conclusion of the positing period. Any employee wishing to apply for the opening or vacant position may do so.

ARTICLE 7                      LAYOFF AND RECALL

Section 1                      Notice of Layoff Without Cause

The Township agrees to give twenty (20) calendar days' notice whenever making layoffs, without cause, to the Union and the Shop Steward. Notice must be given in writing. Where such required notice is not given, the Township shall pay the employee thirty (30) calendar days' wages in lieu thereof.

Section 2                      Notification of Recall

The Township, when recalling laid-off employees, shall recall on the basis of seniority and shall send a registered letter to the employees last known address (as indicated on the employee's record) and the employee shall have three (3) calendar days from receipt of such notice to respond to such recall notice. If the employee fails to report to work within a seven (7) calendar days period, he/she may be terminated. If he/she then is rehired he/she shall be considered a new employee without his/her former seniority.

Section 3

Employees have one (1) year recall rights and seniority position.

ARTICLE 8                      RESIGNATION

Section 1

If any employee gives two (2) weeks' notice when he/she intends to resign, he/she shall be paid for any accrued vacation time, prorated for the current year.

Section 2

If the employee does not give the proper two (2) weeks' notice of his/her intention to resign, he/she automatically forfeits any entitlement under Section 1 above.

## ARTICLE 9

## DISCIPLINE AND DISCHARGE

### Section 1

No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. Until the case has been discussed with the Business Agent, no employee may be dismissed or suspended, except where the provisions of this Section provide for immediate dismissal or suspension. In the event that it is decided, as provided in the Grievance Procedure set for in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay.

Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearing and shall be promptly heard. Except in the case of immediate suspension with intent to dismiss for cause set forth below, no employee may be dismissed or suspended for this first offense but shall receive at least one (1) written warning for each different offense.

The parties agree that cause for immediate suspension with intent to dismiss without first discussing the matter with the Business Agent shall be the following:

1. Calling or participating in any unauthorized strike, work stoppage, or walkout.
2. Drunkenness, proven during working hours, or being under the influence of drugs or alcohol during working hours.
3. Proven theft or dishonesty.
4. Unprovoked assault on his/her Employer or his/her Employer's representative during work hours.
5. Willful conduct intended to damage equipment to injure fellow employees or third (3<sup>rd</sup>) parties.
6. To suspend, with or without pay, an employee while pending criminal charges against the employee including crimes of first (1<sup>st</sup>), second (2<sup>nd</sup>), and third (3<sup>rd</sup>) degree are being resolved. In the event of conviction of any of the aforesaid charges, the employee may be dismissed at the discretion of the Township.

In each instance, the Employer shall promptly notify the Union of the action, in writing.

The list above is not exhaustive nor complete as to possible causes for immediate suspension with intent to dismiss.

### Warning Notices

The warning notice shall not remain in effect for a period of more than one (1) year from the date of such warning notice. However, the letter will remain in employee's file.



## Section 2

The Township may, upon written notice to an employee or prospective employee, require the notified individual to submit to a drug/alcohol screening test, to be arranged by the Township at the offices of a licensed physician and/or laboratory. All results from the test shall be placed in the employee's file. The Township may use the results of the test to invoke the provisions of the aforementioned Section, or to deny employment to a prospective employee, pursuant to law.

## Section 3

The list below is illustrative of causes which the Township may take disciplinary action against a member of the bargaining unit, up to and including termination:

- A. Absence without leave or absence without notification to the Township.
- B. Failure to report/return to work after an authorized leave has expired or been disapproved in advance.
- C. Inability to perform one's job due to incompetency and/or incapacity, the latter as certified by a medical practitioner.
- D. Insubordination, as defined by case law.
- E. Intoxication while on duty, drinking alcohol on duty or intoxication off duty which impacts the employee's job with the Township.
- F. Use of alcoholic beverages and/or controlled dangerous substances while on duty and/or while in custody of a Township vehicle or while on Township property at any time.
- G. Conviction of a criminal act (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> degree crime(s) or disorderly persons offense or petty disorderly persons offense).
- H. Positive test result pursuant to any drug or alcohol test in excess of the requirements for a Commercial Driver's License (CDL), whether held by the employee or not.
- I. Abuse of any prescription drugs while on or while in custody of a Township vehicle or while on Township property at any time.
- J. Conduct unbecoming a public employee.
- K. Proven chronic or excessive or habitual or patterned absenteeism or tardiness.
- L. Negligence or willful damage to public property or a waste of public supplies.
- M. Falsification of any time record or the filling out of another employee's time records.
- N. Conducting political activity of any kind while on duty.
- O. Improper use of Township vehicles or other Township property.
- P. Use of Township phones, radios and/or pagers for non-Township use.

## ARTICLE 10

## GRIEVANCE PROCEDURE

### Section 1

#### Definitions

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, agreements and administrative decisions affecting the terms and conditions of employment, of this Agreement and shall be raised by an individual, or the Union on behalf of an individual or group of individuals.

### Section 2

#### Purpose

1. The Shop Steward shall be present at all levels of the grievance procedure.
2. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

### Section 3

#### Steps of the Grievance Procedure

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

#### Section 3(a)

##### Step One

a. An aggrieved employee shall institute action under the provisions hereof by submitting his/her grievance in writing within five (5) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. Failure to file his/her grievance in writing within five (5) working days shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

b. The supervisor shall render a decision within five (5) working days after receipt of the grievance. If no satisfactory resolution of this grievance can be made, the grievance shall be put in writing and submitted to Step Two.

#### Section 3(b) 1 Step Two

A meeting between an official of the Union with the Steward and the aggrieved in conference with the Mayor or his/her designated representative and the Union official should be scheduled within ten (10) working days. Should no acceptable agreement be reached within an additional ten (10) working days of the meeting, then the matter may be referred to Arbitration by the Township or the Union only, where the Civil Service Commission does not have or declines jurisdiction.

#### Section 3(b) 2

Either the Union or the Township may have witnesses whose testimony is relevant at any meeting. Any witnesses' attendance will be limited, however, to the time required to present his/her testimony. A witness may only testify on matters specifically relevant to the subjects of the grievance.

#### Section 3(c) 1 Step Three

In the event the grievance has not resolved at Step Two, only the Township or Union may, within thirty (30) calendar days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the New Jersey State Board of Mediation. Only violations of the specific terms and conditions of employment under this Agreement may be subject to arbitration.



#### Section 3(c) 2

The arbitrator shall be bound by the provisions of the Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not add to, amend, subtract from or revise the language of the collective bargaining agreement. The decision of the arbitrator shall be final and binding on all parties. In formulating his/her decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

#### Section 3(c) 3

The costs for the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses incurred including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

#### Section 3(c) 4

The arbitrator shall set forth his/her findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitrator hearing unless agreed to otherwise by the parties.

#### Section 3(c) 5

The lack of a response at any step in this procedure by the Township or its agents shall be deemed to be a negative response upon termination of the applicable time limits. The grievance may proceed to the next step. Time limits may be extended by the parties by written mutual Agreement.

#### Section 3(c) 6

Group grievances, which shall be defined as those affecting "substantially" all of the members of the Union shall be filed by the Union only at Step Two.

#### Section 3(c) 7

Working days, as used in this Article, is defined as Monday through Friday irrespective of whether the grievant works those days or not.

### ARTICLE 11

### LEAVE OF ABSENCE WITHOUT PAY

#### Section 1

#### Personal

Upon written request of an employee, leaves of absence without pay, without loss of seniority and without accrual of payment of fringe benefits shall, at the Township's sole discretion, be granted to an employee who has established valid justification of such leave. The Township will endeavor to grant such leaves of absence in a consistent manner. Such a leave of absence shall not exceed six (6) months unless extended at the sole discretion of the Township. It is to be noted it is the policy of Buena Vista Township to pay for full benefits for health insurance up to three (3) months in one year. If the employee is granted a leave of absence for more than three (3) months, or if the employee accumulates leave of three (3) months in one year, it will be the responsibility of the employee to assume full payment of health benefits on the Employee's policy. At the end of the approved leave, if employee resigns or is terminated for any reason, under the Federal COBRA Act, employee may continue the same or lesser coverage, at his/her full expense up to eighteen (18) months. Nothing in this contract shall limit the right of the Mayor and Township Committee to seek recommendation of the Township Administrator or designee under the direction of the Township Committee regarding approval of such leaves.

Section 2                      Medical

Employees covered by this bargaining unit agreement may be granted a leave of absence without pay and without loss of seniority for medical reasons. Such leave shall be for the duration of the illness or injury. The Employer shall continue to provide health coverage as outlined above.

ARTICLE 12                      SICK LEAVE

Section 1

Employees in the bargaining unit shall be allowed paid sick leave which shall be earned at the rate of one and one-quarter (1-1/4) days per month for each month of employment up to a maximum of fifteen (15) days in any year. Effective January 1, 2018, all employees hired on or after January 1, 2018 shall receive one (1) sick day per month to a maximum of twelve (12) days per year. Effective January 1, 2019, there shall be no limit on the accumulation of unused sick days from year to year.

Section 2

Sick leave is defined as temporary inability to perform one's duties by reason of illness, injury or disease.

Section 3

Employee shall be required to present evidence of illness or injury, not job related, after three (3) consecutive days leave. The Township shall have the right to demand a second opinion, certificate from the Township's doctor which must be secured from the Township's doctor for Township's insurance carrier's authorized doctor, but if such a demand is made, the Township must pay for the second opinion doctor's bill.

Section 4

In the event of work-related illness or injury, the employee shall retain his/her rights pursuant to the Workers Compensation Act and not be required to utilize his/her sick leave for any lost time compensated for by Workers Compensation. As a clarification, if any employee is injured and out of work for seven (7) consecutive working days, sick days will be utilized. If, however, the injury is so severe as to require the employee be out more than eight (8) working days, workers compensation will pick up from the first day out and no sick leave will be used.

Section 5

If an employee is absent for reasons that entitle him/her to sick leave, the Township Administrator or designee under the direction of the Township Committee shall be notified prior to the employee's starting time.

- a. Failure to notify his/her supervisor shall be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- b. Absence without notice for three (3) consecutive days shall constitute a resignation not in good standing.
- c. Employees shall call out sick by leaving a message on the answering machine or by calling the Director a minimum one (1) hour prior to shift start.
- d. Absence without notice or without reason shall constitute a disciplinary action and suspension as determined by the Administrator.



- e. Upon returning back to work from an illness or injury, a doctor's note stating employee is able to return to work is required and must be presented to the Director prior to commencing work. Failure to present note will result in a suspension, without pay, as determined by the Administrator.
- f. If an employee is absent due to sickness on the day prior to or after a holiday without a doctor's note, he/she shall not be paid for that day and the holiday and/or vacation day as well.

#### Section 6

Employees shall not be compensated for any and all unused accumulated sick leave upon retirement from said employment unless said employee has twenty-five (25) years of service with Buena Vista Township. He/she shall then be entitled to seventy-five percent (75%) of his/her unused sick leave up to a maximum of ten thousand dollars (\$10,000.00). The provisions of this Section shall not apply to any employee hired on or after January 1, 2018.

#### Section 7

Any and all requests for advanced sick leave must be supported by written medical documentation and the indication of the length of leave (a prescription pad note shall not suffice).

### ARTICLE 13                      FUNERAL LEAVE

#### Section 1

When a death occurs in the immediate family of any employee such employee shall be granted three (3) consecutive working days leave without loss of pay. Proof of death will be required. Immediate family consists of spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law and paternal grandparents. One of the days shall be the day of death or the day of funeral, whichever the employee chooses.

### ARTICLE 14                      JURY DUTY

Any employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court, shall suffer no loss of salary.

- a. The employee must notify his/her supervisor immediately upon receipt of a summons for jury service;
- b. This section does not apply where an employee voluntarily seeks jury service;
- c. No reimbursement of wages will be made for jury service during holidays or vacations.
- d. If an employee is dismissed from duty before 11:00 A.M., he/she must report back to the Township for duty.

### ARTICLE 15                      BULLETIN BOARD

The Township shall provide the Union with a 3' x 3' bulletin board to be attached to a wall in a conspicuous place for all employees for the purpose of posting of notices relating to Union meetings and official Union business only. All such notices shall either be on Union letterhead and/or signed by a Union official. No derogatory, demeaning, harassing, discriminatory, incendiary or other similar materials shall be placed on the board by anyone.

### ARTICLE 16                      SANITARY CONDITIONS

The Township shall endeavor to maintain sanitary conditions, in good repair, for its employees, such as toilets and hot and cold running water. Said facilities shall be available to both male and female employees.

ARTICLE 17                    WORK PERFORMED BY COVERED EMPLOYEES

All work performed in any classification covered under this Agreement shall be performed solely by employees covered under this Agreement; and no work under any classification covered by this Agreement shall be performed by either the Employer or the Employer's representatives.

Nothing in this provision shall prevent temporary use of the Township employees, temporary employees or Employer's representatives. Nothing in this provision shall prevent temporary use of the Township employees, temporary employees, or court assigned employees, Supervisors or Department Heads to fulfill any function in time of emergency. The power to determine and declare emergency shall be at the sole discretion of the Township.

ARTICLE 18                    SEVERABILITY OF AGREEMENT

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such shall be inoperative, but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE 19                    SUPERSEDING CLAUSE

This Agreement supersedes any and all other Agreements dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE 20                    FULLY BARGAINED PROVISIONS

Section 1

This Agreement incorporates the entire understanding of the parties in all matters, which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall negotiate with respect to any matter unless otherwise stated herein.

Section 2

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties thereto.

ARTICLE 21                    CLOTHING & UNIFORMS/HIGHWAY DEPARTMENT

The Township will provide a clothing allowance to each employee for the purchase of work clothes and boots at the rate, not to exceed Three Hundred Fifty (\$350.00) Dollars twice per year for a total not to exceed Seven Hundred (\$700.00) Dollars. An allowance amount of Three Hundred Fifty (\$350.00) Dollars will be for Spring/Summer clothes and boots and will be authorized in May of each year and Three Hundred Fifty (\$350.00) Dollars for Fall/Winter clothes authorized in October of each year. The employees will either be reimbursed after turning in receipt(s) or will be allowed to charge clothes at the Tractor Supply Store on the Township's account. Acceptable clothes for work are:

- a. Blue, black or brown khaki-style work pants.
- b. Blue, black or brown jeans or dungarees.
- c. Blue, black or brown "Dickies" style work pants.
- d. Flannel shirts in earth tones, blue, black or brown.
- e. Sweatshirts in blue, black, brown or gray.



- f. Thermal underwear & thermal socks for winter.

Employees will be responsible for laundering and maintenance of their work clothing. Additionally, a jacket will be provided for winter use in the fall of each year. Tee shirts for summer use will continue to be provided as is the current policy.

Attire shall be consistent with Township standards as determined by the Township Administrator or designee under the direction of the Township Committee and shall not include shorts, sneakers or torn or tattered clothing. The Township Administrator shall review and process all receipts for reimbursements and review all charges made. The Township shall provide disposable overalls as needed to be used for painting and performing greasy maintenance work. The sole purpose for the overalls is to keep regular work clothes from ruining washing machines and being un-launderable. The Township will provide in the month of May of each year Three Hundred Fifty (\$350.00) Dollars for Clothing and Boots. The Township will provide in the month of October of each year Three Hundred Fifty (\$350.00) Dollars for Clothing and Boots.

## ARTICLE 22      VACATIONS

### Section 1

Employees shall be entitled to annual paid vacation leave credited at the beginning of each calendar year in anticipation of continued employment, based on their years of continuous service. If employee uses full years vacation and for any reason is terminated before the end of the year, employee agrees to reimburse any vacation days paid for but unearned. The vacation schedule shall be as set forth as follows:

- a. Full time employees shall accrue vacations in accordance with the following schedule:

<u>Length of Service</u>	<u>Number of Vacation Days Per Month Worked</u>
0 to 6 months	1/2
7 to 12 months	1
2 to 9 years	1
10 <sup>th</sup> year and over	1-1/2

- b. Vacation days shall be taken in increments of one-half (1/2) a working day per incident.

- c. All employees hired on or after January 1, 2018 shall receive the following vacation schedule:

<u>Length of Continuous Service</u>	<u>Number of Vacation Days Per Month Worked</u>
0 to 6 months	0 days
7 to 12 months	One-half (1/2) day
2 to 10 years	One (1) day
11 years and after	One and one-quarter (1¼) day

### Section 2

Increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.

### Section 3

Vacation leave credit shall not accrue after an employee has resigned or retired although his/her name is being retained in the payroll until exhaustion of vacation or other compensatory leave.

### Section 4

Continuous service, for purposes of this, shall mean employment without actual interruption due to resignation, retirement or removal.

### Section 5

Vacation leave not used in a calendar year of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave. All vacation leave not used by the end of the following year shall be lost for all purposes. The provisions herein shall only apply if it is for business reasons only and approved in writing in advance by the Township Administrator or designee under the direction of the Township Committee.

### Section 6

Upon death of an employee, unused vacation leave shall be paid to the employee's estate, subject to the limitations of Section 5 above, or shall be otherwise owed back to the Township from the employee's estate if use exceeds that earned.

### Section 7

Employees shall be entitled to take their vacation entitlement in increments of one (1) working day, with approval of Township Administrator or designee under the direction of the Township Committee.

### Section 8

All vacation leave requests submitted before January 31<sup>st</sup> of each calendar year shall be given seniority preference, all other issues being equal. All requests thereafter shall have no seniority preferences.

### Section 9

Effective July 1, 2018, all employees must take one (1) full week vacation in a block. All block vacation requests must be submitted to the Township Administrator or designee for approval by January 31<sup>st</sup> of each year of this Agreement. Generally, no more than one (1) employee will be permitted to take a block of vacation days in any one (1) week, though the Township reserves the unfettered, non-grievable right to permit another employee to take a block of vacation days in the same week.

## ARTICLE 23

## COMPENSATION TO SURVIVORS

### Section 1

In the event of any employee's death, his/her estate or legal representatives shall be paid for all accumulated unpaid holidays, vacation time, and compensatory time accrued pursuant to the terms of this Agreement at the rate of pay earned by such deceased employee at the time of his/her death.

### Section 2

Employees shall receive pay for all pro-rated accumulated vacation leave, and compensatory time in the event of retirement or termination from the Township's employment. Any employee who is discharged pursuant to Article 13 shall not be entitled to benefits under this provision.



#### ARTICLE 24            EMT

Effective January 1, 2018, a certified EMT in the bargaining unit who responds for any Buena Vista Township EMT or firehouse squad and: (1) who actually treats the patient(s) on scene; and, (2) makes at least forty (40%) percent of these treating calls during normal working hours, shall be eligible to receive a One Thousand (\$1,000.00) Dollar yearly stipend less all applicable deductions. The stipend is for maintaining the EMT Certification and responding in accordance with the provisions above. Furthermore, if the Buena Vista Township EMS goes to a paid or part-paid day shift during the period of this collective bargaining agreement, then said stipend shall cease.

#### ARTICLE 25            SERVICE RECORDS

Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment with the Custodian of these records. The request must be made, in writing, at least twenty-four (24) hours prior to the appointment time desired.

#### ARTICLE 26            RULES, REGULATIONS & SAFETY CODES

The Township may establish such reasonable rules, regulations and safety codes, as it deems necessary to the ongoing operation of the Township's functions. The Union and the Township agree that the employees covered by this Agreement shall receive fifteen (15) calendar days advance notice of the contents and effective dates of the Township's rules, regulations and safety codes and amendments and revisions thereof.

##### Report of Defective Equipment

An employee shall promptly report all defects in equipment. The report shall be in writing, on a form supplied by the Employer, and a copy shall be retained by the employee. The Township shall supply protective clothing and protective equipment necessary to perform any job or task. Failure to report equipment defects on a daily basis and/or sign the equipment book/sheets on a daily basis at the beginning of and at the end of every shift shall lead to discipline of the applicable employee(s), up to and including termination.

#### ARTICLE 27            HOLIDAYS AND PERSONAL DAYS

Each employee shall be entitled to two (2) personal days per annum without giving reason therefore. Employees shall be required to give forty-eight (48) hours' notice to the Township Administrator or designee under the direction of the Township Committee as to the personal day he/she wishes to take. Approval for such days shall not be unreasonably denied. Personal days must be utilized by December 31<sup>st</sup> of each year. To be paid for the following holidays, employees must work the last working day before the holiday and the first working day after the holiday. If an employee is absent due to sickness or injury on the day before or the day after a holiday and brings doctor's note, he/she will be paid for the holiday.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Day

#### ARTICLE 28            COMPENSATION

##### Section 1            Schedule

All employees shall be compensated as follows:

- (a) Members of the bargaining unit shall receive a two (2%) percent pay increase retroactive to January 1, 2017 if the employee is on the Township's active payroll as of November 19, 2018.
- (b) Members of the bargaining unit shall receive a two (2%) percent pay increase retroactive to January 1, 2018 if the employee is on the Township's active payroll as of November 19, 2018.
- (c) Bargaining unit members shall receive a two (2%) percent pay increase, effective January 1, 2019.
- (d) Current employees, based on the language above, shall be as follows:

<u>Classification</u>	<u>2017</u> (Hourly)	<u>2018</u> (Hourly)	<u>2019</u> (Hourly)
<u>Driver/Laborer</u>			
"A" License	\$21.40	\$21.83	\$22.27
"B" License	\$20.69	\$21.10	\$21.52
<u>Mechanic</u>	\$21.43	\$21.86	\$22.30

- (e) All bargaining unit members hired on or after January 1, 2018 shall be subject to a six (6) step salary guide, which shall be as follows:

	<u>2018</u> (Hourly)	<u>2019</u> (Hourly)
<u>Driver/Laborer</u>		
<u>Class "A" License</u>		
Probationary	\$16.75	\$17.09
Step 1	\$17.05	\$17.39
Step 2	\$18.21	\$18.57
Step 3	\$19.39	\$19.78
Step 4	\$20.56	\$20.97
Step 5	\$21.72	\$22.15

	<u>2018</u> (Hourly)	<u>2019</u> (Hourly)
<u>Class "B" License</u>		
Probationary	\$16.24	\$16.40
Step 1	\$16.80	\$16.97
Step 2	\$17.85	\$18.03
Step 3	\$18.91	\$19.10
Step 4	\$19.97	\$20.17
Step 5	\$21.00	\$21.21

	<u>2018</u> (Hourly)	<u>2019</u> (Hourly)
<u>Mechanic</u>		
Probationary	\$17.00	\$17.17
Step 1	\$17.36	\$17.53



Step 2	\$18.45	\$18.63
Step 3	\$19.55	\$19.75
Step 4	\$20.65	\$20.86
Step 5	\$21.75	\$21.97

(f) Step 1 above shall occur between the completion of the employee's probation with the Township and his/her first (1<sup>st</sup>) anniversary date of hire. Every step thereafter shall be achieved on the employee's anniversary date of hire.

## Section 2

Mechanic work that is non-routine, such as replacing gaskets, engine rebuilding, brake repairs, and similar automotive and vehicular repairs will be assigned to qualified persons by seniority. The Township may consider documentation obtained from previous employers, certifications, vocational schooling or legitimate qualification or education provided by any member who feels that he is "qualified" to safely and properly perform mechanic work on non-routine maintenance assignments. The current policy with regards to routine maintenance of vehicles and machinery will continue.

## ARTICLE 29                      HOURS OF WORK AND OVERTIME

### Section 1                      General Highway

The Union agrees that the Employer shall be entitled to a "day's work for a day's pay". The regular work week shall consist of five (5) days of eight (8) hours each, Monday through Friday, excluding an unpaid lunch. The work day shall begin at 7:00 am and end at 3:30 pm. Only applies to employees hired on or after December 31, 2017. The hours of work for all bargaining unit members permanently hired on or after January 1, 2018 shall be scheduled no earlier than 7:00 A.M. nor shall they end later than 5:00 P.M. Any employee who is hired on or after January 1, 2018 shall work five (5) consecutive eight (8) hour days in a seven (7) day week. Any employee who is called into work, or who starts work on any day, shall be paid a minimum of two (2) hours, except where the employee voluntarily leaves work for personal reasons, or becomes ill, then they will be paid for hours worked or if the employee is called to work within two (2) hours of the start of the shift. If called within two (2) hours of the end of the shift or at any time after the employee's shift, the Township reserves the right to work the employee the full two (2) hours. For special events and/or concerts during the regular work week; a flexible start time can be used. Eight (8) hours of work will be offered with a later start time. The flex time starts will be offered in seniority order, if no one selects the assignment, it is filled in reverse seniority order. The workday includes a one-half (1/2) hour lunch (unpaid) and two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon. Effective November 20, 2018, both breaks referred to above shall include, as part of the fifteen (15) minutes granted, any and all travel time to and from the place where the break is to be taken and/or refreshments/food is obtained for said break.

### Section 2                      Pay Period

All employees, effective January 1, 2018, shall be paid twice (2x) a month: on the fifteenth (15<sup>th</sup>) or the last working day before the fifteenth (15<sup>th</sup>) and the last working day of the month.

### Section 3                      Statement of Earnings

Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose



Section 4                      Overtime

All employees shall be paid time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in any day and over forty (40) hours in any one week. All scheduled weekends will be rotated no matter what the job is, starting with the highest seniority to the lowest and back to the top. Overtime shall be paid forty (40) hours actually worked in a work week, excluding paid and unpaid leave time, effective January 1, 2018. Furthermore, any employee whose regular day of work is a Saturday and/or Sunday shall not be paid extra for working either or both days (§ 4, 5 & 6 below).

Section 5                      Saturdays

Any employee who works on a Saturday shall be paid time and one-half (1-1/2) for all hours worked over the forty (40) hours total, with a guarantee of four (4) hours with the exception of Section 1, above.

Section 6                      Sundays

Any employee who works on Sunday shall receive two (2) times the hourly rate of pay for all hours worked over the forty (40) hours total, with a guarantee of four (4) hours with the exception of Section 1, above.

Section 7                      Holidays

Any employee who works any of the holidays stipulated in this Agreement shall receive one and one-half (1-1/2) times his/her regular rate of pay, plus holiday pay. If this holiday is the normal day scheduled, then one (1) holiday is due and no overtime will be compensated.

Section 8                      Overtime

Work shall be distributed as equitably as possible among all employees who have been given a reasonable notice (2 hours) that overtime will be worked, except cases of emergency.

Section 9

In the event that an employee is required to remain at work following the end of his/her regular shift as a result of a declared emergency or snow day, he/she shall be entitled to a paid fifteen (15) minute rest period prior to starting such emergency or snow removal service.

Section 10

Any employee called in and reporting to work in a declared emergency or snow day within one (1) hour prior to the time to report, shall receive one (1) hours pay in addition to any other earnings for that day.

Section 11

Employees shall not be required to work in excess of twelve (12) hours in any one twenty-four (24) hour period except for snow removal and then they shall receive four (4) hours rest after each twelve (12) hours of work.

Section 12

All employees hired as Laborer/Driver must have a valid CDL and such must be a CDL "A" license. If at any time an employee's CDL is not valid, for any reason, said employee will be suspended without pay until the CDL becomes valid and potentially subject to termination. In addition, as required by the CDL Manual, page 16, the Employer must be notified within thirty (30) calendar days of any motor vehicle conviction even if it is against the employee's regular driver's license. Failure to report any motor vehicle convictions within thirty (30) days shall constitute disciplinary action and/or suspension or termination as determined by the Township Committee. CDL Law 383.33 requires notification to the Employer within twenty-four (24) hours of any suspension, revocation, cancellation, lost privilege, or disqualification notice received. Failure to report any suspension within twenty-four (24) hours shall constitute disciplinary action



and/or suspension or termination as determined by the Township Committee. When the next work day is beyond the twenty four (24) hour period, the employee shall immediately notify the Township upon reporting to work. In either case, failure to provide such notice shall be grounds for immediate termination.

#### ARTICLE 30            MILITARY LEAVE

Military leave without pay shall be granted to any employee entering extended active service in the armed forces. In addition, leave of absence for active field training in a military reserve unit shall be granted during the period of such training, without pay.

#### ARTICLE 31            CONDITIONS OF WORK SAFETY

It is understood by the parties that the performing of the various job functions covered by this Agreement may involve a certain degree of inherent danger and risk. It is the Township's intent to provide safe working conditions and equipment for the protection of its employees. However, in the event that a person covered under this Agreement feels there is imminent danger in operating a piece of the Township's equipment or completing an assigned task, he/she will immediately report such danger to his/her immediate Department Head, who shall make the final determination as to the continued operation of the equipment and completion of the assigned task. When continued operation is ordered, the employee has the right to file a grievance and to advise the Township Administrator or designee under the direction of the Township Committee of Buena Vista Township that such danger exists. A person shall not be subject to discipline for taking such action unless they refuse to continue operation of equipment or completion of the assigned task after having been told to do so by the appropriate personnel. It is not the intent of members of the Union to use this clause for purposes of strike, slowdowns, work stoppages, or other such job actions. The Union Business Agent shall have the right to investigate grievances concerning unsafe equipment or dangerous tasks. Employees must account for and maintain all the Township's tools and equipment which are specifically assigned to them.

#### ARTICLE 32            HEALTH BENEFITS INSURANCE

The Township agrees to provide each employee with health insurance. The specific benefits being provided are through New Jersey State Health Benefits Program. The Township will provide health benefits to each employee with the same coverage provided all other full time employees. Life insurance coverage and retirement plan are provided from under the New Jersey Public Employees Retirement System and in accordance with its requirements. Upon reasonable notice to the Union, the Township reserves the right to join a self-insured medical program which would provide identical benefits to those presently received by its employees. The provisions of Chapter 78, P.L. 2011 shall apply to all bargaining unit members, effective January 1, 2017, at the maximum rate, including all applicable retirees.

#### ARTICLE 33            INJURY LEAVE

##### Section 1

In the event an employee becomes disabled by reason of a service connected injury or illness and is unable to perform his/her duties, the, in addition to any sick leave benefits otherwise provided for herein, he/she shall be entitled to receive Worker's Compensation benefits in accordance with New Jersey Statutes.

##### Section 2

Any employee who is injured, whether slight or severe, while working, MUST, if physically able, make an immediate report before the end of his/her shift to his/her immediate supervisor and in the office of the Township Administrator.



### Section 3

It is understood that the employee must file an injury report, when physically able, with his/her immediate supervisor so the Township may file the appropriate Worker's Compensation claim. Failure to so report said injury might result in the failure of an employee to receive compensation under this Article.

### Section 4

The employee shall be required to present evidence by a certificate given to him from the Township's doctor or the doctor of the Township's insurance carrier that he/she is unable to work and the Township shall require the employee to present such certificate from time to time.

### Section 5

If an insurance carrier's physician certifies that the employee cannot return to work, the employee shall remain on injury leave. If the insurance carrier's physician certifies the employee is unable to return to work and if the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

### Section 6

In the event the Township appointed physician certifies the employee is fit to return to duty, injury leave benefits granted under this Article shall be terminated.

## ARTICLE 34

### CREDIT UNION

The Employer agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the Employer with signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

## ARTICLE 35

### NO STRIKE CLAUSE

### Section 1

The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike. (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

### Section 2

In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the Township to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employees.

### Section 3

The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.



Section 4

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights and seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE 36      ETHICS IN THE WORKPLACE

Proper ethics in the workplace will be in the Personnel Policy Book, Section 21-30

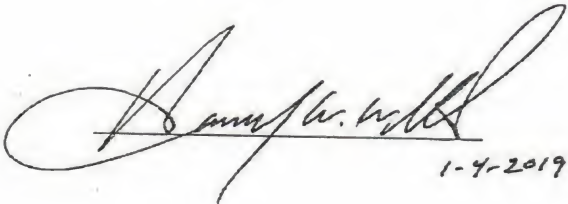
ARTICLE 37      TERM AND RENEWAL OF AGREEMENT

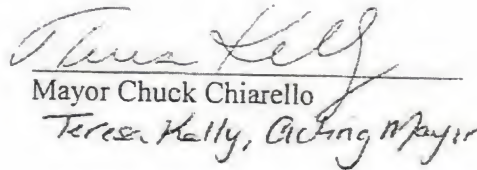
This Agreement shall be in full force and effect as of January 1, 2017 and shall be in effect up to and including December 31, 2019. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice in writing, no sooner than ninety (90) days nor later than sixty (60) days prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement.

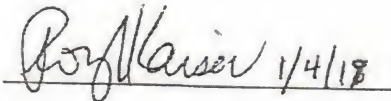
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS at Buena Vista Township, New Jersey this 28<sup>th</sup> day of January, 2019.

For the Union:

For the Township:

  
1-4-2019

  
Mayor Chuck Chiarello  
Teresa Kelly, Acting Mayor

  
1/4/18